

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL Not refuse to hire bargaining unit employees of J.L.M. Inc., dba Sheraton Hotel Waterbury and the Trustee, the predecessor employer, because of their union-represented status in the predecessor's operation, or otherwise discriminating against the employees to avoid having to recognize and bargain with the Local 217, Hotel and Restaurant Employees & Bartenders Union, AFL-CIO.

WE WILL NOT refuse to recognize and bargain in good faith with the Union as the exclusive collective-bargaining representative of its employees in the following appropriate unit:

All full-time and regular part time employees, including all guest relations agents, express service agents, express service supervisors, night auditors, housekeeping employees, housekeeping supervisors, desk attendants/health club attendants, food service agents, bar attendants, culinary service assistants/food and beverage assistants, conference captains, concierge/Club Lounge host/hostess, Café Pronto host/hostess, cooks (1st and 2nd), utility workers/cafeteria, kitchen administrative assistant/receiver, shipping and receiving clerks, and engineering employees (Class 1 through 4) employed by Respondent at its Waterbury, Connecticut facility; but excluding all other employees, all office clerical employees, gift shop employees, sales employees, and all guards, professional employees and supervisors as defined in the Act.

WE WILL NOT unilaterally change wages, hours and other terms and conditions of employment of unit employees without first giving notice to and bargaining with the Union about these changes.

WE WILL NOT unilaterally promulgate, maintain and enforce a rule prohibiting employees from wearing a Union button.

WE WILL NOT discharge employees because they engage in union or other protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the Act.

WE WILL offer to the unit employees of the predecessor, J.L.M. Inc., d/b/a Sheraton Waterbury Hotel and the Trustee, named below, who would have been employed by the Respondent but for the illegal discrimination against them, employment at the Hotel, or if such positions no longer exist, in substantially equivalent positions, without prejudice to their seniority and other rights and privileges previously enjoyed, discharging if necessary any employees hired in their place. If Respondent does not have sufficient positions available, the remaining employees shall be placed on a preferential hiring list. In addition, make whole, with interest, the following named employees for any loss of earnings and other benefits they may have suffered by reason of the Respondent's unlawful refusal to employ them.

Debbie D'Agostino	Lynne Ciacin	Amy Ouellette
Kevin Anderson	Steven Giancarli	Cynthia Pavlik
Bella Berdan	Melissa Gugliotti	Louise Pesce
Yolanda Berardo	Hasip Hasipi	Daniel Peszek
Patricia Blake	Barbara Hillman	Sheryl Pinho
Patricia Bender	Vera Jackson	Reynaldo Ramos
Vivian Bertelsen	Eric Johnson	Geilson Ribeiro
Michael Bibeau	Sylvia Kelley	Iris Rasbo/Berengeur
Thomas Castonguay	Rene LaVorgna	Denise Rodriquez
Sharon Colangelo	Regina Levesque	Marilyn Rossi
Randy Cremasco	Anna Light	Steven Ruegg
Estelle Davila	Leatha Lipusz	Patricia Salouski
Paul Depecol	Harold Luna	Larry Schwartz
Mike Doughwright	William Martin	Eliza Svehlak
Linda Doughwright	Ernest Mayshaw	Alberto Tavares
Sigfredo Echandia	Kathy Meccariello	Candida Vadnaiz
Cecilio Echandia	Robert Murgatroy	Caryn Vareika
Martin Echandia	Kathryn Nicholson	Susan Vaughn
Carmelo Feliciano	Thomas Oakley	Eleanor Williams
Zosh Flammia	Luis Ocasio	Brenda Williams
Jose Garcia	Steven Ortega	Beatrice Saunders
Nelson Buxton		

WE WILL offer Joann Lo, Francis Engler and Jonathan Zerolnick immediate and full reinstatement to their former jobs, or if that job no longer exists, to a substantially equivalent position, without prejudice to their seniority and other rights and privileges previously enjoyed, and make them whole, with interest, for any loss of earnings or other benefits suffered as a result of the discrimination against them in the manner set forth in the remedy section of this decision.

WE WILL remove from our files any reference to the unlawful refusal to hire any of the employees named above and any reference to the unlawful discharges of Joann Lo, Francis Engler and Jonathan Zerolnick, and notify these employees in writing that this has been done and that the unlawful refusal to hire and discharges will not be used against them in any way.

WE WILL recognize and, on, request, bargain with the Union as the exclusive representative of the employees in the above described appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL notify the Union in writing that we recognize the Union as the exclusive representative of its unit employees under Section 9(a) of the Act and will bargain in with it concerning terms and conditions of employment for employees in the unit.

- 5 WE WILL on the request of the Union, rescind any departures from terms and conditions of employment that existed immediately prior to our takeover of the predecessor J.L.M. Inc., d/b/a Sheraton Hotel Waterbury/Trustee's operation, retroactively restoring preexisting terms and conditions of employment, including wage rates and benefit plans and make whole the bargaining unit employees by remitting all wages and benefits that would have been paid absent
 10 such unilateral changes from January 28, 1997, until it negotiates in good faith with the Union to agreement or to impasse. Nothing in this Notice shall be construed to authorize or require the Respondent to withdraw any improved condition or to result in the employees' loss of any beneficial unilateral change.
- 15 WE WILL rescind our rule prohibiting the wearing of Union buttons by employees.

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 (Employer)

Dated

By

 (Representative)

 (Title)

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This is an official notice and must not be defaced by anyone.

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This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered with any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 1 Commercial Plaza, 21st Floor, Hartford, Connecticut 06103-3599, Telephone 203-240-3373.

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